

**TOWN OF GUILFORD
INVITATION TO BID
INSTALLATION, DISPOSAL AND EXCAVATION WORK
RELATING TO WATER TANK AND WATER SYSTEM
MELISSA JONES ELEMENTARY SCHOOL
BID # 14-1011
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REQUIREMENTS

1)	Certificate of Insurance	<u> X </u> Yes, upon bid award
2)	Bid Bond/Cashier's Check	<u> X </u> Yes, include in bid proposal
3)	100% Performance Bond	<u> X </u> Yes, upon bid award
4)	Labor & Materials Bond	<u> N/A </u>
5)	Vendor References	<u> X </u> Yes, include in bid proposal
6)	Samples	<u> N/A </u>
7)	Descriptive Literature/Warranties	<u> N/A </u>
8)	See above for Required Statements	

**LEGAL NOTICE
TOWN OF GUILFORD
INVITATION TO BID
INSTALLATION, DISPOSAL AND EXCAVATION WORK RELATING TO
WATER TANK AND WATER SYSTEM
MELISSA JONES ELEMENTARY SCHOOL
BID # 14-1011**

The Town of Guilford is seeking competitive bids for the installation, disposal and excavation work relating to water tank and water system installation at Melissa Jones Elementary School, as further described in bid package. Sealed Bids labeled with the bid number on the outside envelope will be due on Friday November 5, 2010 at 11:30 a.m. in the Office of the First Selectman at which time they will be opened and read aloud. Bids received after this date and time will be rejected. Bid specifications may be obtained at the Office of the First Selectman, 31 Park Street, Guilford, Connecticut 06437 or may be accessed from the Town of Guilford's website at www.ci.guilford.ct.us. Site Plans available for pick-up at the Office of the First Selectman.

Any questions regarding the specifications may be directed in writing to the Town Engineer Jim Portley at portleyj@ci.guilford.ct.us with a copy to millmanp@ci.guilford.ct.us

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with two (2) copies and a bid bond or cashier's check made payable to the Town of Guilford in the amount of ten percent (10%) of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. The winning bidder will be required to deliver to the Town a Certificate of Insurance, required bonds and a contract in the form included in the bid package in accordance with the Town of Guilford's requirements as set forth in the bid specifications. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town.


Joseph S. Mazza
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on Wednesday October 20, 2010.

**TOWN OF GUILFORD
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. The conditions outlined become a formal part of each Invitation to Bid unless otherwise specified. All Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk.

The terms and conditions outlined in the Invitation to Bid become part of the formal contract following award, unless specified otherwise.

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.
- 1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
- 1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.
- 1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.
- 1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.

- 1.10 Bids received after the time and date established for receiving bids will be rejected.
- 1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. Upon determination of acceptable bids to be considered for award, the Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all Bidders upon their request.
- 1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On "as required" bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- 1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

2. BIDDER'S SECURITY

- 2.1 Bid Security, as a guarantee of good faith, in the amount of ten percent (10%) of the base bid and in the form of a certified check, cashier's check, or Bidder's bond, shall be required to be submitted with the bid package for all bids.
- 2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.3 Bid security will be returned to the successful Bidder as follows:
 - 2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.
 - 2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.
- 2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.4.1 A contract has been executed and bonds have been furnished.
 - 2.4.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.4.3 All bids have been rejected.
- 2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:
 - 2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.
- 2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two witnesses for both the principal and surety must appear on the bond, as required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

3. CLARIFICATION OF SPECIFICATIONS/ADDENDA

- 3.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.
- 3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least three (3) business days prior to the date and time for receipt of bids. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- 3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 3.4 Oral interpretations or changes to the specifications documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.
- 3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- 3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.
- 3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 3.8 No addenda will be issued later than forty-eight (48) hours prior to the bid opening date, except addenda withdrawing the Invitation to bid or addenda which includes postponement of the bid.
- 3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form.

4. BIDDER REPRESENTATION

- 4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents, and the bid has been made in accordance therewith.
- 4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.
- 4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

5. SUBSTITUTIONS

- 5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least five (5) business days prior to date of receipt of bids. It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder

shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town reserves the right to approve as an equal or to reject as not being equal any article the Bidder proposes to furnish which contains major or minor variations from the specifications requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

6. SAMPLES

- 6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder and with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. The package must indicate the name of the Bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient grounds for rejection of the bid.

7. BID AWARD

- 7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon (i) receipt of proper Town authorization from the Board of Selectmen; and (ii) delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case the terms and provisions of the Town's bid package shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services. The Town's extended obligation on those contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.*
- 7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of award notification.
- 7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.
- 7.4 If two or more Bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such Bidders shall be final. Selection shall be made by drawing lots in public, unless one of the bidders is a resident bidder, in which case preference shall be given to the resident bidder.

- 7.5 The contract will be awarded to the lowest responsible Bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

In determining responsibility the following qualifications in addition to price will be considered.

- a. The ability, capacity and skill of the Bidder to perform required services.
- b. The ability of the Bidder to perform the contract or provide the service promptly within the time specified.
- c. The quality of performance of previous contracts or services, including, without limitation, the safety record of the Bidder.
- d. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or services.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the material and/or equipment.

- 7.6 The Town reserves the right to reject all bids or any part of a bid, to waive defects in bids, and to re-bid at anytime prior to the bid award if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town. Clerical errors detected at the bid opening will be corrected and initialed by the Selectman, Bidder and a witness if present.

8. TERMS OF PAYMENT

- 8.1 Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
- 8.2 The Town is exempt from state and local taxes.
- 8.3 A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.

9. **PERFORMANCE/LABOR AND MATERIALS BOND**

- 9.1 If required by the bid specifications, the successful Bidder shall supply an original performance bond and labor and materials bond in the amount of 100% of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1. The bonds shall remain in effect for one year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

10. **INSURANCE REQUIREMENTS**

- 10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford and its employees and agents as "Additional Insureds" on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability Certificate of Insurance.
- 10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.
- 10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability, if desirable.
- 10.4 The required coverages are as follows:
- a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability and (iii) \$100,000 each accident/ \$500,000 disease-policy limit/\$100,000 disease each employee. (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water.)
 - b. **Commercial General Liability** (on an occurrence basis): (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence \$1,000,000, aggregate \$2,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.
 - c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles and (ii) limit of liability for bodily injury and property damage per accident \$1,000,000.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

11. WARRANTIES AND MAINTENANCE

- 11.1 Copies of manufacturer's warranties and maintenance policies and associated costs shall accompany the bid proposal for items being bid.
- 11.2 At a minimum the Bidder shall warrant that any defective components discovered within a one year period after the date of installation/delivery shall be replaced at no expense to the Town, unless otherwise specified. Bidder shall pay the cost of all shipping with regard to such defective parts (both return and purchase of replacement parts.)

12. INDEMNIFICATION

- 12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

13. MISCELLANEOUS CONTRACT TERMS

- 13.1 **Delivery.** Bidder shall state on its Proposal Form the date upon which it can make delivery of all equipment or merchandise. Time is of the essence. All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. at the location specified by the Town. The Town reserves the right to cancel orders or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form. Such failure to deliver shall authorize the Town to purchase replacement articles of comparable grade from third party supplier(s). On all such purchases, Bidder shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from amounts owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. If in the best interest of the Town, the Town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Town.
- 13.2 **Termination of Contract.** Contracts shall remain in force for the period within which the Bidder must perform as set forth in the proposal, unless (i) there have been satisfactory deliveries prior to expiration; or (ii) an extension has been agreed upon as evidenced by a contract extension executed by Bidder and the Town; or (iii) the Contract executed by the awarded bidder and the Town expressly states otherwise.
- 13.3 **Assignment.** Bidder shall not assign or transfer this contract or its obligations hereunder without the consent of the Town, which consent may be withheld in the Town's sole discretion.

- 13.4 **Default.** The contract may be terminated by the Town by written notice of default to the contractor upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Contractor until resolution of the dispute.

14. **COMPLIANCE WITH LAWS**

- 14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

- a. **Non-Discrimination and Affirmative Action.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission of Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

- b. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

In addition, Bidder has not been cited for three or more willful or serious violations of OSHA, or any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction. The foregoing is meant to comply with Section 31-57b of the Connecticut General Statutes.

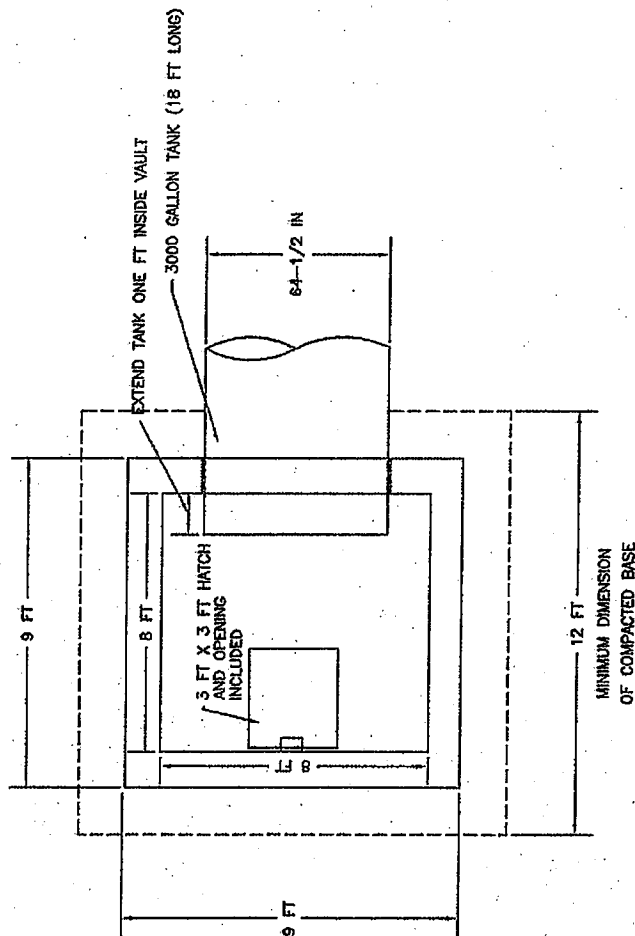
BID FOR INSTALLATION OF WATER TANK, WATER TANK VAULT, EXCAVATION OF WATER SUPPLY LINE AND PUMP WIRE FROM NEW WELL TO WATER TANK VAULT AND COMPLETION OF WATER SYSTEM

Technical Specifications

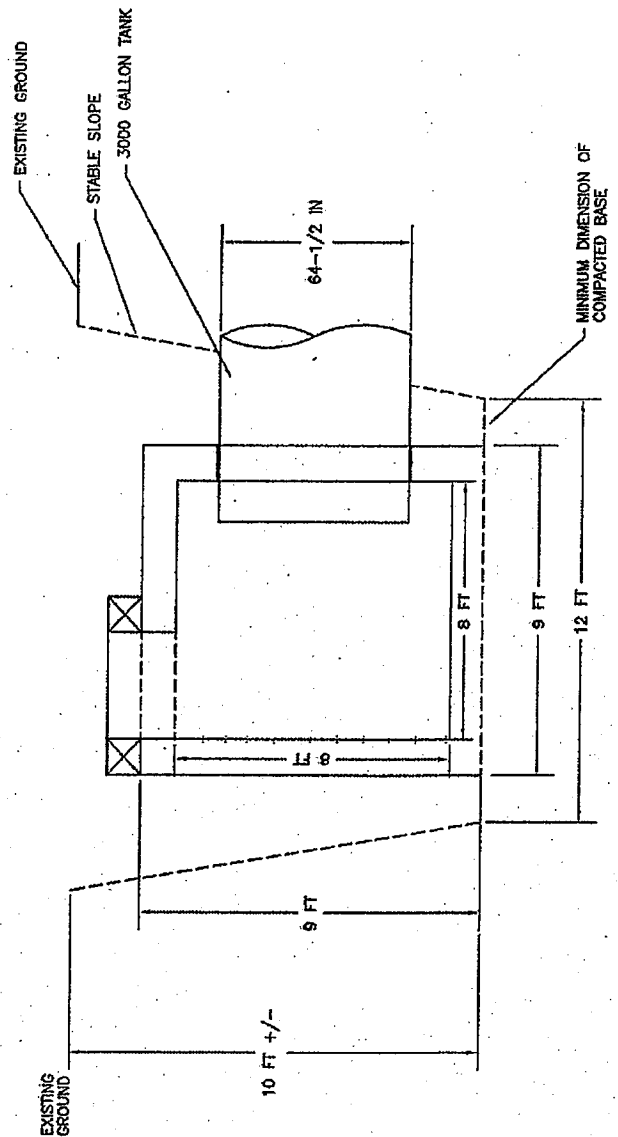
The scope of work under this contract will be to provide all labor, equipment and materials necessary to completion of a revamped water system for the Melissa Jones School, Ledge Hill Road, Guilford. All construction shall be in conformance with Connecticut Department of Transportation Standard Specifications Form 816. The contractor is advised to inspect the site of the installation as shown on the attached Site Plan. Attached herewith are prints of Drawings #1 & 2 which provide the size and weights of the Steel Tank and the Water Tank Vault respectively. The following work is to be performed under this contract.

1. Removal and Disposal of the existing 4,500 gallon steel water tank and access manhole.
2. Installation of the 9'x9'x9' Water Tank Vault as shown on the attached Drawing #2. The Town will provide the Vault and the Crane Service for unloading and placement of the Vault in the prepared hole. The prepared excavation shall be 10 feet deep with a minimum compacted base dimension of 12ft. x 12ft.
3. Installation of a 3,000 Gallon Steel Water Storage Tank. After insertion of the Water Tank into the Vault as shown, the contractor must seal the hole with grout/mortar with a method acceptable to the engineer.
4. Excavation and back fill of the water piping and electrical wiring from both wells 1 & 2 to the Water Tank Vault.
5. Excavation and backfill of the electrical wiring from the school building to the Water Tank Vault.
6. In the course of the removal of the existing water tank, care must be exercised to uncover the water line from the tank to the school for reconnection to the new tank.

7. Care must be exercised in the placement of the water piping and wiring. The trench must be a minimum of 4½ ft. deep to protect against freezing the waterline. The trench width shall be a minimum of 18" wide and free of any large rock or boulders. The piping and wiring shall be bedded in 6" of sand or screened earth with 100% of the bedding passing the ½" screen. The piping/wiring shall then be covered with 12 inches of like material before using unscreened excavated material for backfilling the trench. The trench shall be backfilled in 6" lift and compacted with a plate compactor acceptable to the engineer. In grass areas the trench shall be covered with a minimum of 6" of screened top soil, rolled, seeded and covered with hay mulch. Trenching and backfilling across the school parking lot will require saw cutting the existing pavement, backfilling with processed stone and pavement repair in accord with Town road standards.
8. The water tank and vault shall be backfilled with processed stone or ½" screened material in maximum lifts of 6" with a plate compactor.
9. The contractor will be responsible for coordination of delivery of the vault and water tank as well as coordination with the well contractor and equipment suppliers.
10. Work will be executed during school days. The contractor will be responsible for maintaining the site in a safe and secure state.



PLAN



SECTION

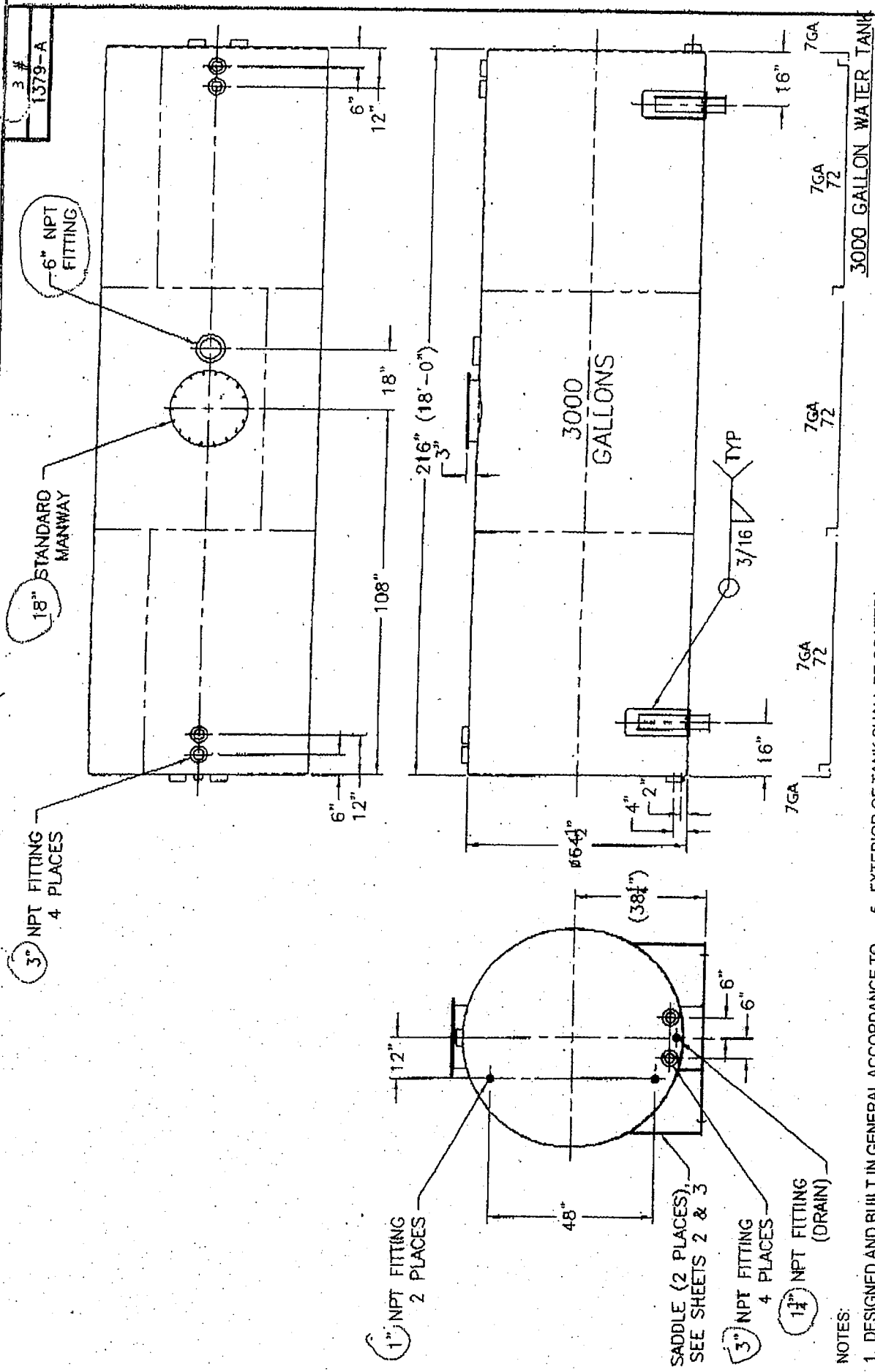
DESIGN SPECIFICATIONS

1. TANK TO BE DESIGNED FOR H-20 LOADING
2. CONCRETE TO BE SCC 5000 PSI TYPE III
3. REINFORCED STEEL CONFORMS TO LATEST ASTM-A615 SPECIFICATIONS.
4. VAULT TO BE TWO SECTION CONSTRUCTION; MONOLITHIC BOTTOM SECTION AND TOP.
5. JOINT SEALER TO BE BUTYL RUBBER.
6. LADDER RUNGS TO BE ALUMINUM.
7. MINIMUM COMPACTED BASE FOR VAULT IS 12 FT X 12 FT.
8. SIDES OF EXCAVATION FOR VAULT AND TANK TO BE TAPERED TO A STABLE SLOPE AS DETERMINED BY CONTRACTOR.
9. BACKFILL FOR VAULT AND TANK SHALL BE WITH MATERIAL SPECIFIED IN 6" LIFTS.

WEIGHT OF VAULT

1. BOTTOM = 40,800 LBS.
2. TOP = 9,000 LBS.

TOWN OF GUILFORD ENGINEERING DEPARTMENT	
3000 GALLON WATER TANK AND WATER TANK VAULT	
SCHEMATIC LAYOUT	
DESIGN: J. PORTLEY	DATE: SEPTEMBER 2010
SCALE: NONE	DRAWING #2



DRAWING NO. 1
3000 GALLON WATER TANK FOR
MELISSA JONES SCHOOL
GUILFORD, CONNECTICUT
12/24/2010 REV.

- NOTES:
1. DESIGNED AND BUILT IN GENERAL ACCORDANCE TO UL 142 TO STANDARD CONSTRUCTION PRACTICES FOR WATER STORAGE TANKS.
 2. RATED CAPACITY OF TANK SHALL BE: 3019 GALLONS
 3. ESTIMATED WEIGHT OF TANK, EMPTY: 3,010 LBS
 4. INTERIOR OF TANK SHALL HAVE A SEALKOTE FF LINING
 5. EXTERIOR OF TANK SHALL BE COATED WITH BLACK PRIMER
 6. ALL GUIDELINES FOR INSTALLATION PER NFPA 30 SHALL BE CARRIED OUT

FORM CONTRACT

This Agreement (the "Agreement") is entered into the ____ day of _____, 2010 ("Effective Date") by and between the Town of Guilford (the "Town") and _____ (the "Contractor").

WHEREAS, the Town has issued a _____ (the "BID") for _____ (the "Work"); and

WHEREAS, the Town has awarded the BID to the Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the "Contract Documents," as hereinafter defined. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents. The Work shall be administered on behalf of the Town by _____. The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by _____.
3. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work, whether or not such laws and regulations are fully and properly reflected in the Contract Documents.
4. Term. The term of this Agreement shall commence on the Effective Date of this Agreement. Contractor shall achieve completion of all Work to be performed under the Contract Documents no later than _____ ("Completion Date"), subject to any time adjustments as provided for in the Contract Documents. PLEASE ATTACH A WORK SCHEDULE.
TIME IS OF THE ESSENCE.
5. Payment. The Town will pay the Contractor the sum of _____ upon the completion by the Contractor of all Work required to be performed under the terms of the Contract Documents and acceptance of the Work by the Town.

6. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

7. Default. If either party breaches the Contract Documents in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. In the case of a Contractor breach, any other time period which the Town sets forth in the notice shall control. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract cancellation date if the breach is not cured by the stated cancellation date and no further action shall be required of any party to effect the cancellation. If the Town believes that the Contractor has not performed according to the Contract, the Town may withhold payment in whole or in part pending resolution of the performance issue. In addition to all remedies that the Town may have, the Town, in its sole discretion, may setoff (i) any cost or expenses that the Town incurs resulting from the Contractor's unexcused non-performance under the Contract Documents and (ii) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract Documents. The Town shall be entitled to all rights and remedies under law and in equity, including, without limitation, the aforesaid setoff rights. No waiver of any breach of the Contract shall be deemed to be a waiver of any other or subsequent breach.

8. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the BID, by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town as additional insured prior to the start of the Work.

9. Indemnification. The Contractor expressly agrees to at all times indemnify, defend and hold harmless the Town and its officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

10. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

11. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement; and
- (ii) The BID.

12. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

13. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

14. Non-Appropriation Clause. For those contracts which are funded by the general fund of the Town of Guilford, the following shall apply: notwithstanding anything to the contrary stated herein or in the Contract Documents the Town's obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the Board of Finance of the Town. In the event the funding is not available at the time of the execution of the Agreement and/or funding is not available in the Town budget approved for the fiscal year(s) in which the Agreement is to be performed after execution of the Agreement, the Town reserves the right to cancel the Agreement.

15. Hazardous Materials. The Contractor, when it will be providing, using, storing, delivering or disposing of any toxic, hazardous or potentially dangerous materials, shall advise in writing, and receive written approval of the Town of the use of such hazardous materials in advance of conducting any Work and the Contractor is responsible for protecting its own employees or agents from the hazards associated with such materials. The Contractor shall perform all required procedures necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on the site caused by its operations. The Contractor is responsible for any and all costs and liabilities associated with the clean up of any spillage etc. caused by its operations.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

TOWN OF GUILFORD

By _____

Name:

Title:

Hereunto Duly Authorized

By _____

Name:

Title:

Hereunto Duly Authorized

ANNUAL ADJUSTMENTS TO WAGE RATE BY CONTRACTORS
(State of Connecticut Funded Projects)

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) construction, remodeling, refinishing or refurbishing, rehabilitation, alteration, or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

The Prevailing Wage Rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.

Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <http://www.ctdol.state.ct.us> . For those without internet access, please contact : Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 or (860)263-6790.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

(Revised 04/05/04)

**PAMELA MILLMAN
PURCHASING
(203) 453-8020**

[1 page]

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS

BID FOR: _____

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof, except as otherwise permitted in accordance with the provisions of the Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public

My Commission Expires _____
Date

AFFIRMATIVE ACTION STATEMENT

- 1 page of 4 pages -

REQUIREMENT:

Any vendor or bidder seeking to do business with the Town of Guilford must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the vendor/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Guilford.

Note:

All vendor/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as note below:

1. *All vendors or bidders with less than ten (10) employees are exempt from this requirement;*
2. All vendors/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

- a. number of employees
- b. completed this form within one year
[] Yes [] No

Date completed: _____

FOR SEALED BIDS:

All bidders submitting a sealed bid will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a Xeroxed copy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY ADDRESS: _____

BUSINESS: _____

Type of Organization:

(please check)

☐

Corporation

☐

Partnership

☐

Individual

If vendor/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

EQUAL EMPLOYMENT OPPORTUNITY:

The vendor/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?

☐ Yes ☐ No

(If yes, attach a copy)

2. In recruiting employees are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

☐ Yes ☐ No

If yes, provide brief description of what methods were employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

☐ Yes ☐ No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service, which you have contacted in the last twelve (12) months. If none, please state:

5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

AFFIRMATIVE ACTION:

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

[] Yes [] No

(If yes, attach a copy)

7. Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of Guilford. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete and correct, to the best of my knowledge and belief.

Date

Signature of Agent

Title

Subscribed and sworn before me at _____, County of _____,
Connecticut,

This _____ day of _____, 2010.

Notary Public

My commission expires: _____
Date

BID PROPOSAL FORM

Board of Selectmen
Town of Guilford
31 Park Street
Guilford, CT 06437
Attention: Purchasing

BID # 14-1011
Installation, Disposal and Excavation
re: Water System at Melissa Jones
November 5, 2010
11:30 AM

BIDDER

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

e-mail: _____

Contact Person: _____

Title: _____

To the Board of Selectmen:

We submit for your consideration our bid for the installation, disposal and excavation work related to the water tank and water system at Melissa Jones Elementary School, 181 Ledge Hill Road, as more fully described in bid package. We have read the bid documents including the Town of Guilford's General Conditions and Instructions to Bidders and the bid specifications and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions." We have enclosed our original bid bond or cashier's check in the amount of 10% of our total base bid as well as the Affirmative action statement, Non-Collusive/Non Conflict Statement and References.

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company;
_____;

(ii) the Performance Bond in accordance with the specifications issued by the following company; and
_____;

(iii) three original contracts, in a form provided by the Town, executed by authorized officer of awarded Bidder.

Please note as stated in the bid instructions, the Town will not be deemed to have awarded the bid until such time that the bid is awarded by the proper authorities, a contract has been executed by both parties and all required bonds and insurance certificate have been received.

If applicable, the undersigned acknowledges receipt of the following addenda to the bid package listed by number and date as follow:

Number _____, Dated: _____

Number _____, Dated: _____

BASE BID FOR removal of the existing water tank, installation of a new 3,000 gallon tank, water tank vault, excavation for water supply lines and electrical wiring from both wells #1 & #2 to the vault as described in the Technical Specifications:

The undersigned will perform the work described in the bid specifications for the total base bid of
\$ _____ (\$ _____)
Write sum out insert dollar amount

The Contractor shall complete work within _____ days of receipt of Notice to Proceed from Town. All work to be completed no later than January 15th, 2011, unless otherwise authorized by Town in writing.

Exceptions: _____

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: _____

By _____

Print Name and Title: _____

Duly authorized